

Madison Co.

AFSCME #2919 (Roads)

7/1/2006 6/30/2008

**AGREEMENT**

**between**

**MADISON COUNTY  
SECONDARY ROAD DEPARTMENT**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
& MUNICIPAL EMPLOYEES  
LOCAL 2919, COUNCIL 61**

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**July 1, 2006 to June 30, 2008**

## CONTENTS

	Agreement	Page 1
Article 1	Recognition	Page 1
Article 2	Separability and Savings	Page 1
Article 3	Final and Complete Agreement	Page 1
Article 4	Checkoff	Page 2
Article 5	Employer Rights	Page 2
Article 6	Subcontracting	Page 3
Article 7	Strikes and Lockouts	Page 3
Article 8	Impasse Procedure	Page 3
Article 9	Grievance Procedure	Page 3
Article 10	Discipline and Discharge	Page 5
Article 11	Seniority	Page 6
Article 12	Communications Committee	Page 8
Article 13	Unpaid Leave of Absence	Page 8
Article 14	Jury Duty	Page 9
Article 15	Civic Duty	Page 9
Article 16	Funeral Leave	Page 9
Article 17	Sick Leave	Page 9
Article 18	Military Leave	Page 11
Article 19	Job Classfications and Straight Time Hourly Wage Rates	Page 11
Article 20	Rules	Page 11
Article 21	Pay Period	Page 12
Article 22	Injury Reporting	Page 12
Article 23	Insurance	Page 12
Article 24	Hours of Work and Overtime	Page 13
Article 25	Transfer	Page 15
Article 26	Report In and Call In Pay	Page 15
Article 27	Vacation	Page 16
Article 28	Holidays	Page 17
Article 29	General Provisions	Page 18
Article 30	Personal Leave	Page 19
Article 31	Clothing Allowance	Page 20
Article 32	Duration of Agreement	Page 21
	Signatures	Page 21
	Exhibit A	Page 22

## **A G R E E M E N T**

THIS AGREEMENT entered into by MADISON COUNTY, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and LOCAL 2919, COUNCIL 61, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File No. 531, which was signed into law on April 23, 1974.

### **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full-time County Road Maintenance employees as set forth in the Iowa Public Employment Relations Board, Order of Certification Case No. 630, dated April 13, 1976, which excludes the County Engineer, Superintendent, Foremen, Assistant to County Engineer, Field Assistant, Administrative Assistant, Engineer's Secretary, and all other employees excluded by Section 4 of the Act.

### **ARTICLE 2 SEPARABILITY AND SAVINGS**

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the court's decision; and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within thirty (30) days) for the purpose of negotiating an appropriate replacement for the Article, Section, or portion thereof held to be invalid or unenforceable, but no additional cost other than what the Employer was committed to in the invalidated Article, Section or portion will be absorbed by the Employer.

### **ARTICLE 3 FINAL AND COMPLETE AGREEMENT**

This Agreement constitutes the complete and final agreement negotiated and agreed upon between the Employer and Union.

The Employer and the Union agree that for the duration of this Agreement, that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any matter or subject not covered by this Agreement, even though such subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

ARTICLE 4  
CHECKOFF

The Employer agrees to deduct the Union membership initiation fee, assessments, and, once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, who will be named in writing to the Employer, and the aggregate deductions of all employees shall be remitted after the first payday of each month, together with an itemized statement to the Treasurer within fifteen (15) days after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Section 2.                      Authorization for Payroll Deduction

By \_\_\_\_\_  
                    Last Name                      First Name                      Middle Name

To \_\_\_\_\_  
                    Employer                                      Department

Effective \_\_\_\_\_  
  Date

I hereby request and authorize you to deduct from my earnings Union membership initiation fee, assessments, and once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This Authorization shall be irrevocable during the term of this Agreement.

ARTICLE 5  
EMPLOYER RIGHTS

Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including, but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; maintain the efficiency of governmental operations; determine employee qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; develop and implement job classifications and duties; take such action as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

## ARTICLE 6 SUBCONTRACTING

The Employer will continue to subcontract work or services for logical business reasons and in accordance with statutory cost limitations as in the past. Except for the first sentence in this paragraph, the Employer will not subcontract for the sole purpose of laying off employees.

## ARTICLE 7 STRIKES AND LOCKOUTS

The Union and employees agree that during the term of this Agreement, there will be no strikes, work stoppages, boycotts, or slowdowns.

The Employer agrees that during the term of this Agreement, there will be no lockouts of employees covered by this Agreement.

The Union and the employees in the bargaining unit covered by this Agreement agree that during the term of this Agreement, no employees or the Union shall picket in a manner which interferes with ingress or egress to the facilities of the Employer, nor engage in, initiate, sponsor, or support any picketing that is performed in support of a strike, work stoppage, boycott or slowdown against the Employer.

## ARTICLE 8 IMPASSE PROCEDURE

The parties agree to utilize the impasse procedures provided for in the Code of Iowa, Chapter 20.20, 20.21, and 20.22 of the Public Employment Relations Act.

## ARTICLE 9 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation or interpretation of this Agreement shall be handled in accordance with the following procedure:

### Grievance Steps:

Step 1. An employee and/or Union Steward shall discuss a complaint or problem orally with the Work Superintendent or his designated representative within five (5) working days following its occurrence or after having knowledge of its occurrence in an effort to resolve the problem in an informal manner. The Work Superintendent or his designated representative will answer the grievance orally within three (3) working days.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Work Superintendent or his designated representative within five (5) working days following the Work Superintendent's oral answer. Within five (5) working days after this Step 2 meeting, the Work Superintendent or his designated representative will answer the grievance in writing.

Step 3. If the Employer's answer in Step 2 fails to resolve the grievance, the aggrieved employee and/or Union Steward shall refer the grievance, in writing, to the County Engineer within five (5) working days of receipt of the Step 2 answer. The County Engineer or his designated representative will meet with the aggrieved employee and/or the appropriate Union Representatives to discuss and attempt to resolve the grievance. Following this meeting, the written decision shall be given the Union within twenty-one (21) calendar days from receipt of the appeal to Step 3.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the County Engineer's answer given in Step 3.

It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. An aggrieved employee may elect to not have a Union representative present at any Step in the grievance procedure; however, the Union Steward shall be present at the time of final settlement.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented orally as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next higher step.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. Choice of the first strike shall be determined by coin flip. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and suggest a resolution to the pending case. The arbitration hearing should occur within forty-five (45) days after the arbitrator has been determined, or on the first date all the parties have available.

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the hearing.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings.

There will be no more than four (4) Stewards in the bargaining unit. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

#### ARTICLE 10 DISCIPLINE AND DISCHARGE

The Employer shall not discharge an employee without proper cause. Certain disciplinary work rules are to be observed by employees. Said rules will be posted after the Employer has developed them.

Disciplinary action shall be corrective in nature.

The Employer endorses the principle of progressive discipline, which, depending on the nature of each offense, may include one of the following: oral warning, written warning, suspension without pay, discharge.

No prior discipline is necessary in the event an employee is discharged for: falsification of records; proven theft; refusal to follow a supervisory directive, except where the employee's personal health or safety is endangered; willful destruction of County equipment, materials, or property; unauthorized use of Employer's property or equipment; or drinking alcoholic beverages or use of controlled substance(s) on the job.

In most discharge cases under this paragraph, the employee will be suspended without pay pending the Employer's investigation as to whether the discharge should result.



Discharge is to be confirmed by written notice to the employee.

In the event of a suspension or discharge, the Union may elect to bypass Steps 1 and 2 in the grievance procedure and enter the written grievance at Step 3 within the timely filing period provided for in Step 1.

Regarding employee discipline, the Employer will, whenever possible, not reprimand the employee before the public or fellow employees. The intent of discipline is to be a private affair, except for the requirements in the grievance procedure or public information records.

#### ARTICLE 11 SENIORITY

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire.

A new employee shall serve a probationary period of ninety (90) days, which can be extended by mutual agreement between the Union and Employer for ninety (90) additional days.

Upon completion of the probationary period, the employee shall be put on the seniority list and his/her seniority shall be determined from said employee's date of employment. An employee may be terminated for proper cause during the probationary period without recourse to the final and binding arbitration step in the grievance procedure.

No vacancy or newly created job in the bargaining unit, other than a temporary opening, will be filled until such vacancy has been posted for a period of seven (7) working days. During this period, employees who wish to apply for the job classification vacancy -- including employees on layoff -- may do so. The incumbent in the Working Foreman job classification can submit a bid for another job classification opening. The Assistant Working Foreman job classification may be exempted from the bidding procedure upon mutual agreement of the Union and the Employer at a communication committee meeting. The application shall be in writing and submitted to the County Engineer's office. The Employer shall fill the opening by promoting from among the applicants the employee with the longest continuous service, provided the employee is qualified to perform the job. Should a junior (less seniority) bidder be selected over a senior bidder, the senior bidder would be informed in writing as to the reasons for his/her not being selected. If the bidder selected cannot satisfactorily perform the duties and responsibilities of the new job classification within twenty (20) working days of using and/or supervising the use of equipment, the employee will be returned to his/her former position. The next senior bidder will then be allowed this same trial period and conditions. The next step is that a new hire can fill the vacant position. If no successful applicant comes from the unit, the Employer can, after three (3) workdays, hire from the outside.

When the working force is to be reduced, the employee with the least Secondary Road Department seniority in the job classification to be reduced shall be the first to be taken out of the classification. This employee can then bump a junior employee in the unit, if he/she is qualified to perform the junior employee's work. The bumped employee can then replace any junior employee, if he/she is qualified to perform the junior employee's work. This procedure shall continue until no junior employee remains to be bumped, at which time the junior employee will be laid off. Seasonal, part-time, and then probationary employees are to be laid off first, in that order, and have no recall rights. Upon recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. No new employee shall be hired until all employees on layoff status who are qualified to perform the work available have been recalled.

An employee's continuous service record shall be terminated by:

- (a) voluntary resignation;
- (b) discharge for proper cause and the discharge is upheld;
- (c) three (3) consecutive days of absence without notice to the Employer, unless satisfactory evidence is presented to the Employer that the employee was physically unable to give notice;
- (d) failure to report for work within five (5) working days after being notified to return to work following layoff (notice of recall shall be sent by certified mail to the employee's last known address);
- (e) seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months;
- (f) retirement;
- (g) failure to report for work at end of a leave of absence;
- (h) giving false reason for obtaining leave of absence;
- (i) twelve (12) months continuous Employer approved absence due to personal illness or disability.

Under special circumstances, upon written request of the employee, this may be extended for additional periods of up to six (6) months each by mutual agreement of the Employer and Union.

There shall be no deduction from continuous service for any time lost which does not constitute a termination of continuous service.

It is the employee's responsibility to keep the Employer informed of the current address and phone number where the employee can be reached.

Every six (6) months (January, July), the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union whenever the list is posted.

## ARTICLE 12 COMMUNICATIONS COMMITTEE

A committee of four (4) people will meet upon call of the Union not more than six (6) times per contract year during working hours without loss of pay to evaluate department safety, make suggestions and recommendations, and counsel as deemed necessary concerning the effective administration of the safety program. Out of the six (6) meeting times, one meeting will be in the second week in July and one meeting will be in the second week in January. Also, this committee can discuss employee relations with the intent being to improve communications and relations in order to maintain and develop a safe, productive, harmonious, and efficient everyday operation. Said committee will consist of two (2) people from the Employer and two (2) employees from the unit represented. Said two (2) employees from the Union to be selected by the Union.

## ARTICLE 13 UNPAID LEAVE OF ABSENCE

An employee shall be eligible for an unpaid leave of absence after successful completion of the probationary period. Leave of absence requests shall be in writing.

Leaves of absence without pay may be granted to an employee in writing by the public Employer for any bona fide reasons not to exceed a period of thirty (30) days. The County Engineer's decision on each leave request shall be promptly given. Said leave may be extended by the public Employer. In the case of personal illness or personal injury after the employee's paid sick leave is exhausted, the employee shall, at the request of the public Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said unpaid leave is granted or extended. The public Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties.

An employee granted a leave of absence shall not be eligible for or accrue fringe benefits. Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage. While on approved leave of absence, seniority will continue to accumulate.

Employees elected to any Union office or public office or selected by the Union to do work on a regular full-time basis, which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

#### ARTICLE 14 JURY DUTY

An employee required to serve as a juror shall receive his/her regular wages. To be paid for such duty, the employee must submit certification of service and assign all fees, except mileage, parking, and meals, to the Employer which are received for such service. The employee shall report for work if released from jury duty by 12:00 Noon of any workday.

#### ARTICLE 15 CIVIC DUTY

An employee subpoenaed to appear before a court or other public body for any civic or criminal matter in which they are not personally involved (as a plaintiff or defendant) or appointed to a public board or commission will receive full pay for any time lost from work. Any monies received for such service, except mileage, parking and meals, will be assigned to the Employer. If released from civic duty by 12:00 Noon on a workday, the employee will return to work.

#### ARTICLE 16 FUNERAL LEAVE

Employees will be granted up to forty (40) hours leave with no loss of pay to make household adjustments related to a death and attend the funeral of the employee's spouse, children, mother or father. Up to twenty-four (24) hours leave with no loss of pay will be granted to make household adjustments related to and to attend the funeral of the employee's mother-in-law, father-in-law, sister, brother, grandparents, aunt, uncle, brother-in-law or sister-in-law, or for a funeral which the employee is an official participant.

Employees will also be granted time off with pay to attend the funeral services of any former department employee if the work situation permits and such service is held within the immediate geographical area (within a 50 mile radius). Notification by the County Engineer for each instance will constitute such authorized absence. Any other authorized absence for funerals shall be obtained from the County Engineer on an individual basis.

#### ARTICLE 17 SICK LEAVE

All permanent employees of the department shall earn eight (8) hours of sick leave per month from date of hire. However, sick leave will not be paid for days absent during the probationary period. Employees shall have the right to accumulate unused sick leave up to six hundred (600) hours. Upon termination of employment, unused sick leave shall be paid out as severance pay as follows, at the employee's current rate of pay:

Less than one (1) year of service -- no compensation.

One (1) to five (5) years of service -- one-half (1/2) of all unused sick leave, up to one hundred twenty (120) hours pay.

Five (5) to ten (10) years of service -- one-fourth (1/4) of all unused sick leave, up to one hundred fifty (150) hours pay.

Ten (10) to fifteen (15) years of service -- one-half (1/2) of all unused sick leave, up to three hundred (300) hours pay.

Over fifteen (15) years of service -- all unused sick leave, up to six hundred (600) hours pay.

For new hires after January 1, 1985, upon termination of employment, unused sick leave shall be paid out as severance pay as follows, at the employee's current rate of pay:

Less than five (5) years of service -- no compensation.

Five (5) to fifteen (15) years of service -- one-fourth (1/4) of all unused sick leave, up to one hundred fifty (150) hours pay.

Fifteen (15) years or more of service -- one-half (1/2) of all unused sick leave, up to three hundred (300) hours pay.

Any employee that is discharged for theft or dishonesty, and whose discharge is not reversed through the grievance procedure or arbitration, will forfeit all unused sick leave pay.

Sick leave may be taken for any illness or any exposure to a contagious disease in which the health of others might be endangered, or any duty-connected disability that an employee may sustain until such time that the disability income program shall assume precedence. A maximum of forty (40) hours of sick leave per incidence may also be taken in the event of serious illness in the employee's immediate family. Immediate family shall be limited to the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, or other relatives living habitually at the employee's home.

To receive pay while absent due to sick leave, an employee shall notify the Superintendent or the County Engineer's office before the start of the normal workday. A medical certificate may be required as evidence of an employee or family illness or injury that prevents an employee from coming to work. Falsification of such a certificate may be cause for disciplinary action. Sickness beyond accumulated sick leave may be charged as vacation time or as leave without pay, at the discretion of the employee.

Employees with chronic or recurring illnesses resulting in absences exceeding payable sick leave may, at the option of the County Engineer, be required by written notification to submit to an examination by a physician and a written report of the results submitted

to the County Engineer. If surgery or therapy is recommended by the examining physician to remedy or alleviate such illness and the employee does not comply within a reasonable time, as determined by the County Engineer, the employee may be terminated due to such physical disability.

No sick leave shall be permitted for time off due to injury sustained while working for another employer.

An employee absent from work and receiving Workers Compensation benefits shall, upon written request, have the right to draw from his/her accumulated sick leave to maintain a minimum income equivalent to his/her present take-home pay.

An employee who is sick on the job may be sent home by the Employer and shall be entitled to use sick leave for the time absent, but at no time is the employee to receive more compensation than if he/she would have been working.

Sick leave may also be used for doctor, dental or eye exam appointments for the employee and the immediate family.

#### ARTICLE 18 MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa 1975.

Any employee wishing to return to work for the County after completion of his military service will be granted all rights afforded him by the Universal Military Training and Services Act.

#### ARTICLE 19 JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

#### ARTICLE 20 RULES

The Employer agrees to establish work rules. The Union reserves the right to grieve the application of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule.

ARTICLE 21  
PAY PERIOD

Employees will receive warrants every two (2) weeks if they are entitled to any pay.

ARTICLE 22  
INJURY REPORTING

In case of injury due to work or incurred while at work, all such injuries must be reported in writing to the Engineer's office by the injured employee or his/her Working Foreman or Assistant Working Foreman by the end of the following regular workday from occurrence of the injury. The Employer is required by law to report on-the-job injuries within seventy-two (72) hours from occurrence.

ARTICLE 23  
INSURANCE

Disability Income Protection and Life Insurance Coverage for Eligible Employees

The Employer shall subscribe to and pay the individual employee premium for a Disability Income Protection insurance program. Said program will include \$10,000 Life Insurance coverage for the employee and \$1,500 coverage for each of the employee's dependents and the premiums will be paid by the Employer.

Hospital/Major Medical/Dental/Optical Coverage

The Employer shall subscribe to a Hospitalization, Major Medical, Dental and Optical insurance program for all eligible employees. Premiums for the individual employee coverage will be paid for by the Employer. Premiums for dependent coverage will also be paid for by the Employer.

For all insurances mentioned in this Article, no compensation shall be paid to the employee if said employee does not enroll in any of the plans offered.

The Employer retains the right to select or change the insurance carrier, provided the benefits are substantially equivalent. The current insurance plan is identified as the Madison County Medical Plan II. Employees are responsible for the following deductibles, co-pays and co-insurance amounts:

	7-1-06	7-1-07
Deductibles		
Single	350	350
Family	700	700
Out of Pocket		
Single	1250	1250
Family	2250	2250

Office visit co-pay*	\$20	\$20
*applies to OPM		

**FX**

• Generic	0	0
Name (formulary)	\$25	\$25
Name (name)	\$40	\$40

**Routine services**

Physical (one per year)

Mammograms – up to \$125 (see specific schedule)

Diagnostic, x-ray and lab procedures covered at 100%

Dental – maximum expenditure per person is \$1500 per year

The Madison County Summary Plan Description Medical Plan I is by this reference made a part of this Agreement. Beginning July 1, 2006 the new Summary Plan Description which will incorporate the changes in coverage described above will then, by this reference, become a part of this Agreement.

## ARTICLE 24 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee. Determination of hours of work shall be made by the Employer.

The normal workweek for all employees will be forty (40) hours starting Monday through Friday. The normal starting time will be 7:00 AM for the day shift. There will be no split shifts. Generally, one-half (1/2) hour from 12:00 Noon to 12:30 PM will be observed as unpaid lunch period.

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be their respective maintenance building or duty station to which each employee may be assigned.

Payday will be on Thursday.

Rather than reduce the normal weekly hours below forty (40) for all employees, the Employer will lay off individual employee(s).

Overtime. When an employee is required to work overtime, said overtime will be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate or will, at the employee's discretion, be accumulated as compensation time at the rate of one and one-half (1 1/2) hours for each hour worked in excess of eight (8) in a day, except for the Zone Motor Grade Operator job classification, or forty (40) hours in any workweek. Work performed on Saturday and Sunday will be paid for at time and one-half



(1 1/2) the employee's straight time rate or will, at the employee's discretion, be accumulated as compensation time at the rate of one and one-half (1 1/2) hours for each hour worked. Overtime shall not be paid or compensation time allowed to accumulate more than once for the same hours, and all overtime work must be authorized by the Employer. Compensated time (vacation, paid holidays, funeral leave, jury duty, sick leave) will be counted as time worked for the purpose of computing overtime.

Zone Motor Grader Operators shall be credited with the applicable overtime (time and one half) rate for all time worked as a result of being called in prior to and contiguous to their normal starting time on a regular work day. This provision does not cover time worked when an Operator is called back to work after having left work for the day.

The Employer will grant, with pay, one (1) ten (10) minute rest period in the AM, 9:30 AM to 9:40 AM, or as soon as possible thereafter, and one (1) ten (10) minute rest period in the PM, 2:00 PM to 2:10 PM, or as soon as possible thereafter. (Option: afternoon rest period can be taken with the morning rest period.)

When the Employer requires daily overtime work, the employee shall be entitled to a paid ten (10) minute rest period at the end of the second overtime hour and at the end of the sixth overtime hour. Upon request, an employee will be granted one-half (1/2) hour unpaid time for meals at the end of the fourth overtime hour and at the end of the eighth overtime hour.

Accumulated compensation time may be taken off by the employee as additional vacation time in accordance with the provisions set forth in Article 27, Vacation, of this Agreement or may, at the discretion of the employee, be paid for in the amount in which overtime would have been paid when it was earned. This pay will be paid with the employee's next paycheck, upon submission of written notification to the County Engineer prior to the end of the pay period. Compensation time taken off work in less than weekly increments may be taken only on days of inclement weather.

All accumulated compensation time not used by July 1 of each calendar year will be paid for in the amount in which overtime would have been paid when it was earned. This pay shall accompany the employee's next paycheck after July 1. However, any earned compensatory time off work request of three (3) or more consecutive workdays which has been denied by the Employer may be carried over into the subsequent calendar year. An employee's request for compensatory time, as referred to in this paragraph, shall be submitted in writing to the County Engineer not less than fifteen (15) days prior to the date of the requested time off period.

The maximum number of hours of continuous duty an employee will be allowed to work shall be limited to those specified in the current applicable local, state, and federal regulations and laws.

## ARTICLE 25 TRANSFER

An employee permanently transferred to a different classification will be paid the applicable hourly rate of the new job classification.

An employee who desires to temporarily transfer to another job classification shall submit an application in writing to the County Engineer.

Temporary job openings are defined as job classification vacancies that normally do not exceed one hundred twenty (120) workdays. This includes, but is not limited to, seasonal and part-time employees who are exempted from this Agreement.

Employees hired from outside to fill a temporary position shall also be exempt from this Agreement.

Temporary job assignments shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotions.

If a job classification opening is going to be temporarily open for ten (10) or more workdays, said opening will be posted for bid and the successful bidder will be determined in the same way as per the bidding procedure in the Seniority section of this Agreement. During the first ten (10) day period, the Employer can assign any employee to perform the work.

Any vacant job opening posted will list the section the opening is in.

## ARTICLE 26 REPORT IN AND CALL IN PAY

An employee who is scheduled to report in for work and who presents him-/herself for work shall be assigned at least two (2) hours work at the straight time or overtime rate, whichever is applicable.

In the event the Employer directs an employee to report to work outside his/her normal shift, the employee shall receive two (2) hours work or pay at the applicable rate for reporting to work.

While not to be construed as a guarantee, it is the Employer's intent to schedule forty (40) hours of work per week.

Payable work time shall commence at the time the employee begins actual performance of his/her duties at his/her point of origin, as defined in Article 24. Payable worktime shall cease at the time the employee stops actual performance of his/her duties at his/her respective point of origin for the workday or his/her overtime assignment.

Only administrative personnel can be required to be on standby; however, this does not preclude unit employees from being called in to work.

## ARTICLE 27 VACATION

An employee is eligible to receive paid vacation based on continuous service and determined by the employee's anniversary date as follows:

After one (1) year -- forty (40) hours per year

After two (2) years -- eighty (80) hours per year

After five (5) years -- one hundred twenty (120) hours per year

After ten (10) years -- one hundred sixty (160) hours per year

After seventeen (17) years -- two hundred (200) hours per year

All employees except seasonal and part-time are eligible for vacation time and pay after one (1) year of continuous service. Only forty (40) hours of earned vacation can be taken off in daily increments.

All vacations should be taken during the twelve (12) month period following the anniversary date of qualifying employment. However, no employee shall carry over vacation into the next year in excess of the number of days of vacation that he/she is eligible to earn during the preceding year.

Vacation periods are to be granted and scheduled by the County Engineer, taking into consideration the department's work load and the employee's request. Vacations will be granted at the time requested by the employee unless the nature of the work load makes such a grant impracticable. If, because of the nature of the work load, it is necessary to limit the number of employees on vacation at the same time, the employee with the greater department seniority shall be given preference in vacation period selection.

An employee's request for vacation shall be submitted in writing to the County Engineer not less than thirty (30) days prior to the date of the anticipated vacation period. By mutual consent of the Engineer and employee, this notice requirement may be waived. No employee will be called back to work during his/her scheduled vacation without the consent of the employee. If an employee returns to work during his/her scheduled vacation, the vacation will be re-scheduled.

Vacation pay will be at the employee's regular rate of pay.

Any employee who is laid off, retired, or separated from the service of the Employer, or dies, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has earned prior to the time of such layoff, discharge, retirement,

separation or death. Vacation shall be paid on the basis of one-twelfth (1/12) for each full month worked subsequent to the employee's applicable anniversary date.

Any employee who terminates employment shall be paid for his/her accumulated vacation at his/her current rate of pay, except that no employee who has worked less than one (1) full year shall receive pay for accumulated vacation. If said termination of employment shall be due to death of an employee, such vacation allowance shall be paid to the estate of the deceased employee, if such estate is open for probate. If no estate be open, the allowance shall be paid to the surviving spouse, if any, or to the legal heir(s) if no spouse survives.

Employees shall earn vacation during all paid leaves of absence.

## ARTICLE 28 HOLIDAYS

- |     |  |                             |
|-----|--|-----------------------------|
| 1.  | New Year's Day   | January 1                   |
| 2.  | Individual Employee Floating Holiday   |                             |
| 3.  | Memorial Day   | Last Monday in May          |
| 4.  | Independence Day   | July 4                      |
| 5.  | Labor Day  | First Monday in September   |
| 6.  | Veterans Day   | November 11                 |
| 7.  | Thanksgiving Day   | Fourth Thursday in November |
| 8.  | Friday after Thanksgiving  | Fourth Friday in November   |
| 9.  | Christmas Day*   | December 25                 |
| 10. | *Plus the day before or after Christmas (date chosen before July 1 by the Board of Supervisors to provide for a four (4) day weekend whenever possible). The date shall be discussed in the Communications Committee meeting prior to the Board of Supervisors selecting the date. |                             |

For the Individual Employee Floating Holiday, five (5) calendar days advance written notice prior to the day desired to be off work must be given to the Employer. No more than two (2) employees can be gone the same day. Priority will be given on the basis of seniority and Employer operating needs.

Only regular full-time employees are eligible for holiday pay. Seasonal and part-time employees are not eligible for holiday pay. After a new hire successfully completes the

probationary period, he/she will be paid for all recognized paid holidays that fell within said probationary period.

Holidays are to be paid at the rate of eight (8) hours at the employee's straight time wage rate. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday may be paid double the straight time rate or may, at the employee's discretion, accumulate compensation time at a rate of two (2) hours for each hour worked, plus the paid holiday at said straight time rate.

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent only the last scheduled day before or the first scheduled day after the holiday as a result of personal illness, and, if requested, substantiated by a medical doctor's written statement, or on-the-job injury, the employee shall be considered as having met these requirements.

An Employer may decide to excuse an employee's absence on the day before or after a paid holiday, without medical verification, therefore qualifying the employee for holiday pay. An employee on an unpaid leave of absence or layoff is not eligible for holiday pay.

An employee shall be entitled to an additional day of vacation for each recognized paid holiday that occurs during his/her time off work due to his/her vacation.

In the event an employee's layoff commences in the fifteen (15) calendar day period immediately prior to any recognized paid holiday, said employee will qualify for said holiday pay. Should the employee's layoff commence the first workday after a paid holiday, the employee would qualify for holiday pay for the referred to holiday.

## ARTICLE 29 GENERAL PROVISIONS

Non-Discrimination in Employment. The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Union recognizes its responsibility as bargaining agent and will represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in the Winterset shop and the County quarry when operating, to be shared with the Union.

The Union shall limit its posting of official bulletins to such bulletin boards, after notifying the County Engineer or his designated representative.

Union Visitation. The Business Representatives of the Union who have been previously identified by the Union to the County Engineer or his designated representative for each visit, after notifying and obtaining permission from the County Engineer, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Such permission shall not be unreasonably withheld. Said Union representative is not to interfere with the Employer's operation.

The Union will select a Chief Steward from the unit employees who will be permitted to investigate and process grievances during working hours to ascertain that the Agreement is being adhered to. The Chief Steward must not leave his/her work place until after permission is granted from his/her immediate supervisor. Such permission will not be unreasonably withheld. The Steward is not to interfere with the Employer's ongoing operation. No more than eight (8) hours in any one (1) month will be paid for by the Employer for performance of these duties by the Chief Steward.

Other Deductions. Upon receipt of written authorization from the employee, a standard dollar amount for said employee will be deducted from the employee's regular paycheck by the Employer. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made, or any change in or discontinuation of the deduction is to be made. This deduction can only be for the Union's P.E.O.P.L.E. political contribution program. One (1) remittance per month covering all participating employees will be sent by the Employer to the designated P.E.O.P.L.E. chairperson of the Local Union. P.E.O.P.L.E. deductions are not to be used in support of any candidate for the Madison County Board of Supervisors.

### ARTICLE 30 PERSONAL LEAVE

All regular full-time non-probationary employees of the department shall earn four (4) hours of personal leave per month from date of hire. However, personal leave may not be used during the probationary period. Current employees shall have the right to accumulate unused personal leave up to two hundred forty (240) hours. Upon termination of employment, all unused personal leave, up to a maximum of one hundred twenty (120) hours, shall be paid out as severance pay at the employee's current rate of pay. For new hires after January 1, 1985, the employees shall have the right to accumulate unused personal leave up to a maximum of one hundred twenty (120) hours. Said leave must be requested at least the day before it is to be taken off work, except

in cases of personal emergency. Personal leave may not be used during the probationary period.

As of January 1, 1985, those employees that have accumulated personal leave in excess of one hundred twenty (120) hours will be paid for those hours over one hundred twenty (120).

#### ARTICLE 31 CLOTHING ALLOWANCE

Annual Clothing Allowance. Those employees regularly assigned to work on the bridge section, mechanics and drainage crew, will receive a Two Hundred Eight Dollar (\$208) clothing allowance for working with creosoted lumber. The employee is to provide the Employer with a receipt for clothing allowance purchases.

ARTICLE 32  
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration on July 1, 2008.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before January 1, 2006. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this 7 day of June, 2006.

EMPLOYER

SECONDARY ROAD DEPARTMENT  
MADISON COUNTY  
WINTERSSET, IOWA

BY \_\_\_\_\_  
County Engineer

BY [Signature]  
Chairman, County  
Board of Supervisors

BY [Signature]  
Member, County  
Board of Supervisors

BY [Signature]  
Member, County  
Board of Supervisors

Acknowledged by:

[Signature]  
Employer Representative  
Von Bokern Associates, Inc.

UNION

AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO,  
LOCAL NO. 2919

BY [Signature]  
Council 61 Representative

BY \_\_\_\_\_  
Employee Representative

BY \_\_\_\_\_  
Employee Representative

BY \_\_\_\_\_  
Employee Representative

BY \_\_\_\_\_  
Employee Representative



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Signed this 5 day of June, 2006. *A (Bud) Little*

EMPLOYER

SECONDARY ROAD DEPARTMENT  
MADISON COUNTY  
WINTERSET, IOWA

UNION

AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO,  
LOCAL NO. 2919

BY *[Signature]*  
County Engineer

BY \_\_\_\_\_  
Council 61 Representative

BY *[Signature]*  
Chairman, County  
Board of Supervisors

BY *[Signature]*  
Employee Representative  
*President*

BY *[Signature]*  
Member, County  
Board of Supervisors

BY *[Signature]*  
Employee Representative

BY *[Signature]*  
Member, County  
Board of Supervisors

BY *[Signature]*  
Employee Representative

BY *[Signature]*  
Employee Representative

Acknowledged by:

\_\_\_\_\_  
Employer Representative  
Von Bokern Associates, Inc.

EXHIBIT A  
JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

<u>Job Classifications</u>	<u>7-1-06</u>	<u>1-1-07</u>	<u>7-1-07</u>
Welder/Fuel Supply Person	\$16.31	\$16.64	\$17.18
Mechanic II	\$15.99	\$16.31	\$16.84
Working Foreman	\$15.96	\$16.28	\$16.81
Mechanic I	\$15.38	\$15.69	\$16.20
Zone Motor Grader Operator	\$15.38	\$15.69	\$16.20
Equipment Operator	\$15.38	\$15.69	\$16.20
Signman	\$15.38	\$15.69	\$16.20
Truck Driver	\$15.38	\$15.69	\$16.20
Bridgeman	\$15.38	\$15.69	\$16.20
Yardman	\$15.38	\$15.69	\$16.20
Equipment Supply Person	\$15.38	\$15.69	\$16.20
Laborer	\$15.38	\$15.69	\$16.20
Dispatcher	\$15.38	\$15.69	\$16.20

A probationary employee (first ninety (90) days) starts and works through the probationary period at twenty-five cents (\$0.25) less than his/her applicable rate.

Longevity will be paid at the rate of four cents (\$0.04) per hour for every completed year of service up to twenty five (25) years.

An employee that holds a certified pesticide applicator certificate will be paid an additional ten cents (\$0.10) per hour.

November 13, 2003

SUPPLEMENTAL AGREEMENT

Reference is made to Article 24, Hours of Work and Overtime, which is in the Labor Agreement in effect from July 1, 2003 to June 30, 2004 between the Madison County Secondary Road Department (Employer) and American Federation of State, County & Municipal Employees Union, AFL-CIO, Local 2919 (Union).

The Employer can decide to put into effect a four (4) ten (10) hour day workweek. Details pertaining to this different workweek will be as follows:

For hours worked in excess of ten (10) per day, these additional hours will be paid for at the time and one-half (1 1/2) rate.

Vacation, personal leave, and sick leave time will be paid on an hourly basis.

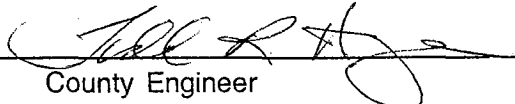
The workweek starting and stopping times and days would be the same for all unit employees. Example: if the workweek is Monday through Thursday, no employees would be working Tuesday through Friday on a regular basis.


A recognized paid holiday that is celebrated on Monday through Thursday will be paid for at ten (10) hours straight time. Should a recognized paid holiday be celebrated on a Saturday or Friday, said holiday will be paid for at ten (10) hours straight time and the balance of the workweek will be three (3) ten (10) hour days.

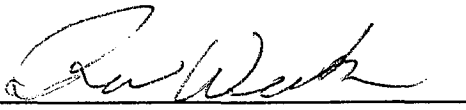
The four (4) ten (10) hour day workweek would only be scheduled during daylight savings time.

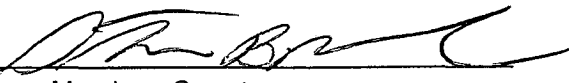
EMPLOYER

SECONDARY ROAD DEPARTMENT  
MADISON COUNTY, WINTERSSET, IOWA

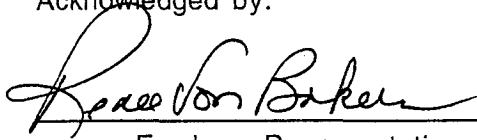
By   
County Engineer

By   
Chairman, County  
Board of Supervisors

By   
Member, County  
Board of Supervisors

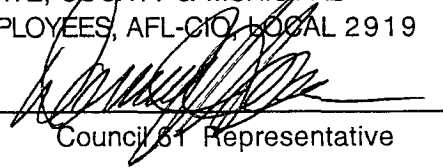
By   
Member, County  
Board of Supervisors

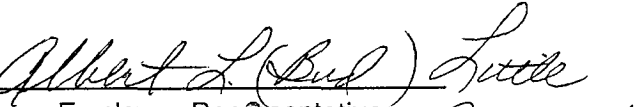
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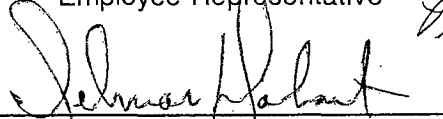
  
Employer Representative  
Von Bokern Associates, Inc.

UNION


AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL 2919

By   
Council 61 Representative

By   
Employee Representative  
*President*

By   
Employee Representative

By   
Employee Representative

By   
Employee Representative